quences result according to the ordinary course of events. *Bradshaw* v. *Edgar Co. Nat. Bk.*, 130 Ill. App. 37. By the doctrine of *res ipsa loquitur*, negligence will be presumed from an occurrence which, in the ordinary course of affairs, could not otherwise have happened. *Drake Standard Mach. Works* v. *Brossman*, 135 Ill. App. 209; *Greinke* v. *Chicago City R. Co.*, 234 Ill. 564, 85 N. E. 227; *Elvis* v. *Lumaghi Coal Co.*, 140 Ill. App. 112. In order for the doctrine of *res ipsa loquitur* to apply, the thing causing the accident must be under the control of the defendant or his servants at the time of the injury. *Schaller* v. *Independent Brew. Ass'n.*, 225 Ill. 492, 80 N. E. 334; *McNamara* v. *Boston & M. R. R. Co.*, — Mass. —, 89 N. E. 131; *Drake Standard Mach. Works* v. *Brossman*, supra.

PRINCIPAL AND AGENT—RATIFICATION OF CONTRACT OF AGENT.—The manager of the Iron Springs Company, engaged plaintiff to do assessment work on defendant's mine. After beginning work plaintiff wrote to defendant relative to the place a shaft should be lowered. In reply defendant stated, "that he had better quit work because I do not need to work my mines." Plaintiff again wrote that there had not been enough work done to hold the claims and that he would continue until further notice. Defendant wrote that if the Iron Springs Company put him to work he would pay for the services. Plaintiff replied that the manager had ordered him to commence work. The manager testified that he did this as an individual and not as a representative of the Iron Springs Compnay. After all these transactions defendant paid $224.00, and plaintiff brings this action for $122.00 balance alleged to be due for his services. *Held*, that there had been no ratification of the agency and that there could be no recovery. *Findlay* v. *Hildenbrand* (1909), — Idaho —, 105 Pac. 790.

The court places its decision on the ground that there can be no ratification without full knowledge of all the material facts, and since it was not the corporation that directed plaintiff to begin work, the subsequent acts of defendant did not amount to a ratification. Knowledge of the facts is essential to a valid ratification. A more liberal rule is expressed in *Kelley* v. *Newburyport Horse R. R. Co.*, 141 Mass. 496, where it was held, "A principal may ratify on such knowledge as he possesses without caring for more." But since in this case the defendant accepted part of the work and paid plaintiff for its value, it would seem that the case should be governed by the rule, "If the principal elects to ratify any part of the unauthorized act he must ratify the whole of it." MECHEM, AGENCY, §§ 130 and 174; *Tasker* v. *Kenton Ins. Co.*, 59 N. H. 438; *Crawford* v. *Barkley*, 18 Ala. 270.

PRINCIPAL AND SURETY—HOMESTEAD WAIVER AND USURY—SURETY DISCHARGED.—In an action on a promissory note containing a homestead waiver, and reciting on its face eight per cent interest, the legal rate, but a greater rate being actually received without the surety's knowledge, *held*, that the surety is discharged from all liability, as the usury renders the waiver void, and the risk of the surety is thereby increased. *Hancock* v. *Bank of Tifton* (1909), — Ga. App. —, 65 S. E. 784.

The general rule is that mere usury in a note will not discharge the sure-

ty unless his risk is thereby increased. *Mount* v. *Tappey*, 70 Ky. (7 Bush) 617; *First Nat. Bank of Columbus* v. *Garlinghouse*, 22 Ohio St. 492; *Samuel* v. *Withers*, 16 Mo. 532; *Davis* v. *Converse*, 35 Vt. 503. Where the interest only of a usurious note is avoided the surety is still bound for the principal. *Mitchell* v. *Cotten*, 3 Fla. 134. § 2888 of the Georgia code provides that if the statute against usury is violated the excess interest shall be forfeited. The note is not void. *Partridge* v. *Williams' Sons*, 72 Ga. 807. But "homestead is favored by the law and usury is odious to the law. For reasons of public policy no waiver of homestead can be effectual where the consideration has any taint of usury." *Tribble* v. *Anderson*, 63 Ga. 31. Therefore it is apparent that the surety in the principal case would not necessarily have been discharged had it not been for this homestead waiver, and the case is interesting for this reason. This principle has been established by a line of cases in Georgia, and there should have been very little doubt as to the principal case. The following are the decisions: *Small* v. *Hicks*, 81 Ga. 691; *Harrington* v. *Findley*, 89 Ga. 385; *Lewis* v. *Brown*, 89 Ga. 115; *Howard* v. *Johnson*, 91 Ga. 319; *Vandiver* v. *Wright*, 94 Ga. 698; *Allen* v. *Wilkerson*, 99 Ga. 139; *Denton* v. *Butler*, 99 Ga. 264, and *Prather* v. *Smith*, 101 Ga. 283, which involved the mere inchoate right of homestead, and therefore very slight chance of actual loss. Three of the former are cited in the principal case and the latter especially relied upon. But the case of *Weldon* v. *Ayers*, 116 Ga. 181 is not mentioned although it apparently announces a different rule. In that case, under facts practically the same as those of the principal case, it was held that the surety is not altogether discharged from liability, but by a proper plea (setting up the exact amount of the usury so that it may be set off) he may prevent a greater recovery than the principal and legal interest. But the plea of usury that was interposed evidently did not set up the fact of homestead waiver with enough certainty to bring the question before the court, and as the usurious amount was not definitely stated, on certiorari the judgment for the full amount was sustained. Accordingly the principal case is correct in law and theory.

PUBLIC OFFICERS—REMOVAL—REAPPOINTMENT.—The defendant was elected president of the borough of Manhattan for a term of four years. The Charter of the City of New York provides that in proper proceedings the governor may remove the president of a borough for cause and that the vacancy thereby created shall be filled by appointment of the board of aldermen of the city of New York, representing the borough wherein the vacancy occurs. The defendant being removed in due course for maladministration of office and incompetency, the aldermen representing Manhattan borough reappointed him to fill the vacancy created by his removal. In an action of quo warranto against the reappointed borough president, it was *held*, (CULLEN, C. J., and CHASE, J., dissenting), that the removal disqualified the defendant for the remainder of the unexpired term and that his subsequent appointment was void. *People* v. *Ahearn* (1909), — N. Y. —, 89 N. E. 930.

This case presents a question which has been rarely before the courts of the United States, yet often enough to disclose a conflict of opinion. The